

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

AGREEMENT
FOR MARKETING & SELLING OF
BSNL SERVICES
(BSNL SHOPPE-“ONE STOP SANCHAR SHOP”)

No. -

TOTAL PAGES: 15 Pages

(The agreement should be typed on non-judicial stamp paper of Rs. 100/-)

AGREEMENT FOR MARKETING & SELLING OF BSNL SERVICES

This agreement is signed on the..... by and between **BHARAT SANCHAR NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office and corporate office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 acting through(hereinafter called **BSNL** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the **FIRST PARTY**

AND

M/s.....(Indicate details/Particulars of firm etc.) having its office at.....through its.....

OR

Shri/Smt....., son/daughter/wife of resident ofby occupation....., (hereinafter called as **PCO operator** which expression shall include heirs, executors and administrators wherein the context so admits or requires) of the second party.

WHEREAS

1. BSNL is a telecom service provider licensed to provide various kinds of telecom services within India except Delhi and Mumbai. PCO operator is engaged in business of PCO vide an agreement date.....with BSNL for providing PCO services.
2. Whereas the BSNL is desirous of making its various Telecom. Products/Services, accessible to General Public, as mentioned in Annexure A&B (hereinafter referred to as said services) through one-stop Sanchar-shop (hereinafter called BSNL Shoppee). Whereas the PCO operator is desirous of converting the PCO owned and operated by him/ it into "BSNL-shoppee-one-stop Sanchar-shop for marketing and selling of various BSNL's Telecom Product/Services.
3. The PCO operator has requested BSNL for authorizing him/her/it to market and sell of BSNL's said Telecom. Products/Services and has further assured to BSNL that the PCO operator have appropriate and sufficient arrangements for infrastructure, equipment and manpower and other facilities required to sell and market the BSNL Products/Services under the agreement, BSNL has agreed to sign the agreement with the PCO operator for providing said services on the terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of due observance & performance of all the terms and conditions mentioned in this agreement along with the Part I and Annexures attached herewith, which are part and parcel of this agreement, BSNL and the PCO operator agree to sign agreement for selling of BSNL Services as mentioned in Annexure as per conditions contained in this agreement.
2. It shall be valid for a period of **TWO Years** from the date of signing unless revoked earlier. BSNL may extend, if deemed expedient, the period of agreement by **ONE YEAR** at one time upon request

of the PCO operator on mutually agreed terms. The decision of BSNL shall be final in regard to the grant of extension.

3. PCO operator and BSNL hereby agree and unequivocally undertake to fully comply with all terms and conditions stipulated in agreement without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. The laws of land as promulgated/modified/amended or replaced from time to time shall govern this Agreement and shall be subject to jurisdiction of courts at headquarter of BSNL's Telecom circle only. BSNL reserves the right to appoint more than one PCO operator as BSNL Shoppe in each SSA. The area of operation will be whole SSA.
5. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.
6. The Agreement is a confidential document. PCO operator and BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
7. BSNL reserves the right to provide such services on its own or to enter into Agreement with other parties / persons / Franchisees/Business Associates/service providers for providing similar services from time to time in future without any restriction on number of persons / parties / PCO operators, the PCO operator shall have no objection whatsoever.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on theday of, 2008.

Sd/-

Signed for and on behalf of **BSNL** by

Sd/-

Mr/Ms.

In the presence of Witnesses:

1. Signature

Name

Occupation

Address

Place

2. Signature

Name

Occupation

Address

Place

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PART – I

TERMS & CONDITIONS

1. Scope of the Work

- 1.1 The PCO operator shall market and sell the BSNL Services to customers. The lists of services are mentioned in Annexure A and Annexure B as per the terms and conditions agreed upon in this agreement.
- 1.2 It is specifically agreed by the PCO operator that it shall, at no point of time, use the BSNL name, logo, space and services under this agreement for selling other than the services mentioned in Annexure A and B, unless agreed between the parties in writing.

2. Marketing of services

- 2.1 The PCO operator will get flat rate commission/discount as mentioned in Annexure A (subject to deduction of TDS if any) for selling BSNL services/products under this Agreement. Payment of commission/discount will be made after receipt of payment of the services/products sold/marketed under this Agreement by PCO operator as per the terms mentioned in Annexure A. Further, in case the BSNL fails to recover the dues from its customers/subscribers, then no commission/discount shall be paid by BSNL to the PCO operator. The commission/discount would be payable only after the dues/payment are realized from its customers/subscribers. If the payment is received on monthly/quarterly/half yearly basis then in the same fashion commission/discount payment will be done automatically by BSNL after receipt of the said payment. In case of advance annual fixed monthly charges payment the PCO operator will be given outright discount provided further that customers brought by PCO operator continues to subscribe to the services with BSNL for full one year. In case of discontinuance of service by subscriber/customer before expiry of one year period, no commission/discount shall be payable by BSNL to PCO operator and commission/discount, if any, already paid shall be deducted from any subsequent payment due to be made by BSNL to PCO operator.
- 2.2 The merchandise will be sold at the booth by PCO operator, if required, and it is clarified (a) that BSNL shall not be liable for any loss, pilferage or damage to the goods stored and sold at the premises and the merchandise shall be the entire responsibility of the PCO operator
(b) That it shall be the responsibility of the PCO operator to effect the sales through proper invoicing detailing the material particularly of the BSNL's product / services
(c) That the PCO operator shall not have authority, to sell, store or in any way dispose of the merchandise except as provided in this agreement.
- 2.3 The targets for minimum BSNL's products sale / marketing would be fixed on start of operations by the BSNL which will be reviewed keeping in view of performance of PCO operator vis-à-vis market development etc. The achievement of these sales targets by the PCO operator will be a material obligation under this Agreement. If in the opinion of BSNL, the PCO operator is at any time not adequately meeting the sales target, then without prejudice to any of its other rights, the BSNL may at its option vary this agreement, so as to exclude, reduce, modify, and suspend or cancel the agreement.
- 2.4 PCO operator shall be solely responsible for payment of any Central, State or Local Govt. Levies / Taxes for providing services by PCO operator under this Agreement and BSNL shall have no liability or obligation, whatsoever.

2.5 PCO operators' shall be given photo identity cards by SSA. The photo identity card shall be returned by the PCO operators to its issuing Authority at the expiry of the agreement and shall be destroyed by the Authority. The identity card shall contain the name of the PCO operator, PCO operator number (which shall be Unique of the jurisdictional SSA). It shall also have a prominent print declaring that the PCO operator is not authorized to collect any type of cash charges/cheques/demand draft in his name from the customer/subscribers. All cheques/demand drafts etc. if any collected by PCO operator, should be drawn in the name of BSNL only and should be deposited with the BSNL office or other offices as may be specified by BSNL, within a day. The PCO operator shall hold the said cash collection/cheque/DD in trust for and on behalf of the BSNL. Upon failure to deposit the said cash collection/cheque/DD, the PCO operator shall be liable to pay damages as mentioned in para 4 hereunder.

3. Duration of Agreement

This agreement shall be valid for a period of **TWO YEARS** from the date of signing the Agreement, unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint, that the PCO operator had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the PCO operator, this agreement shall stand terminated immediately under intimation to the PCO operator.

4. Damages

For failure of the PCO operator to adhere to the terms and conditions of contract and/or upon failure of PCO operator to deposit the cash collection/cheques/DD/Challans received by PCO operator from customers within the stipulated period, the PCO operator shall be liable to pay damages as indicated below:

First 3 working days of default	Rs. 25/ day
4 th working day onwards of default	Rs 50/day

The same may be imposed and adjusted against any payment due to PCO operator.

5. Extension of Agreement

BSNL may, if deemed expedient, extend the period of agreement by ONE YEAR at one time, *suo moto* or in mutual agreement with the PCO operator on mutually agreed terms. PCO operator's shall be required to bring minimum 250 customers in 12 months to be eligible for renewal of their agency. This number will include the customer of all types of services mentioned in Annexure A taken together. The decision of BSNL shall be final in regard to the grant of extension.

6. Modifications in the Terms and Conditions of Agreement

The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the provisions of clauses 8, 9 & 10 of this agreement.

7. Restrictions on 'Transfer of agreement'

The PCO operator shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.

8. Suspension, Revocation or Termination of agreement

- 8.1 BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the PCO operator shall be payable by BSNL.
- 8.2 BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the PCO operator at its address, terminate this agreement under any of the following circumstances:
- a) The PCO operator failing to perform any obligation(s) under the agreement; or
 - b) The PCO operator failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
 - c) The PCO operator becoming insolvent/bankrupt.
- 8.3 EITHER PARTY may terminate the agreement, by giving notice of at least ONE month in advance. The effective date of termination of agreement will be ONE month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
- 8.4 If the PCO operator is declared insolvent/bankrupt/or involves in any criminal proceeding/case, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- 8.5 It shall be the responsibility of the PCO operator to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending.
- 8.6 Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the PCO operator or not. The PCO operator shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type such inquiry.

9. Actions pursuant to Termination of Agreement

Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:

- i) Neither Party shall represent the Other Party in any of its dealings.
- ii) Neither Party shall intentionally or otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- iii) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- iv) The expiration or termination of the Agreement for any reason whatsoever shall not effect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

10. Dispute Settlement

- 10.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, BSNL, of the Circle of operation of the PCO operator or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, BSNL, of the circle of operation of the PCO operator, or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM, BSNL, of the circle of operation of the PCO operator, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM, BSNL or the said officer. The decision to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 10.2 There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, BSNL, of the circle of operation of the PCO operator, or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 10.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, including any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under the clause.
- 10.4 The venue of the arbitration proceeding shall be the office of the CGM, BSNL, of the circle of operation of the PCO operator, or such other places as the arbitrator may decide.

11. Force- Majeure

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this agreement is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the PCO operator), fire, floods, natural calamities or any act of God (hereinafter referred to as **event**), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

12. Confidentiality of information

- 12.1 Subject to conditions contained in this Agreement, the PCO operator shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers

from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of the PCO operator or the PCO operator divulges or uses any such information except as may be necessary in the course of marketing of BSNL Services as mentioned in Annexure A and B
- b) No person seeks such information other than is necessary for the purpose of marketing of BSNL Services as mentioned in Annexure A and B.

Provided, the above sub-clause/clause shall not apply where BSNL has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

12.2 The PCO operator shall take necessary steps to ensure that the PCO operator himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.

12.3 The PCO operator shall, prior to commencement of this agreement, confirm in writing to BSNL that the PCO operator has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

12.4 This clause shall survive the termination or expiry of this Agreement.

13. Indemnification

The PCO operator agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
- b) Any breach of the terms and conditions in this agreement by the PCO operator, or
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the PCO operator; or
- d) Against all matters of embezzlement, misappropriation or misapplications of collection/moneys which may from time to time during the continuance of the Agreement come into his/her /its possession /control

This clause shall survive the termination or expiry of this Agreement.

14. Relationship

Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

15. Liability

Except as provided in this Agreement, here in above, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim

for loss or profit or on account for any expenditure, investment, leases, capital investments or any other commitments made by the other party in connection with the business made in reliance upon or by virtue of this Agreement.

16. General terms and conditions

- 16.1 The brand name for the one-stop shop sales and Distribution Centres for various BSNL services and products will be: **“BSNL SHOPPE – One Stop Sanchar Shop”**, **hereinafter referred to as ‘BSNL Shoppe’**
- 16.2 Broadband connection shall be provided by BSNL for such "BSNL Shoppe" at normal tariff rates. The PCO operator of BSNL Shoppe may choose any tariff plan from the Business plans available and can offer variety of services (like internet telephony, video conferencing etc.) on time sharing basis. No limit on the charges to be taken from public for such broad band services by the PCO operator has been prescribed by BSNL and the PCO operator is at liberty to charge any rates from its customers depending on the competition.
- 16.3 The commission/discount/discount for offering such services shall be as prescribed from time to time for each service. All the services except Booking of telegrams and Bill collection shall be on pre-paid basis i.e. the PCO operator will make advance payment to BSNL. The activation of any service booked through 'BSNL-Shoppe' will, however, be subject to completion of all formalities by the applicant.
- 16.4 PCO operator opting for such kind of outlet will have to provide suitable infrastructure at its own cost. Standard glow sign board with BSNL logo and brand name "BSNL SHOPPE (One-Stop Sanchar Shop)" shall be provided free of cost by BSNL.
- 16.5 The PCO operator shall be served through Customer Service Centre and of the SSA concerned in transparent and non-discriminatory manner.
- 16.6 BSNL will have the right to inspect the premises at any time, without notice.
- 16.7 The PCO Operator hereby agrees and undertakes to pay all dues & outstanding to BSNL irrespective of whether bills for such dues or outstanding are issued during the currency of agreement or on termination of agreement as the case may be, even if any dispute is pending between the PCO operator and BSNL.
- 16.8 Any sum of money due and payable to the PCO operator shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the PCO operator with BSNL.
- 16.9 Engagement by BSNL of PCO operator for providing service under the contract in the Company will not impose upon BSNL any obligation to provide them any employment in the Company.
- 16.10 The liability to insure the merchandise, if any, in the outlet(s) and in the possession of the PCO operator will be of the PCO operator and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the PCO operator.
- 16.11 That PCO operator hereby confirms that he/she/they shall abide by all duties, regulations, circulars, notifications, orders etc regarding appointment of PCO operator issued/to be issued by BSNL from time to time.
- 16.12 The PCO operator shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.
- 16.11 In the event of termination of this agreement consequent upon breach of any of the terms of this agreement by PCO Operator, or if PCO Operator fails to perform/ execute the contract,

PCO Operator may be debarred by BSNL for a period not exceeding three years or less depending on seriousness of the breach on case to case basis.

- 16.12 PCO operator shall receive promotional material from BSNL, and distribute it to customers to educate them on the schemes of BSNL
- 16.13 Budget allocation for promotional activities to be given to PCO operator is determined on the basis of Rs.25 per BSNL connection sold.Rs.25/-per BSNL connections sold (Either Cellone/Excel/Bfone/Wii/Dataone etc.) is a total provision, which a franchisee can use as a special incentive for promotion. The amount shall further be limited to 50% of actual expenses incurred..
- 16.14 PCO operator shall submit all bills and claims within the stipulated time to the nodal officer appointed by SSA head to co-ordinate all matters related to the franchisees/retailers/PCO operators etc.
- 16.15 PCO operator shall submit MIS report as per BSNL format to nodal officer as per frequency specified
- 16.16 The BSNL shall have the right to refuse to subscribe or accept application for subscription recommended/procured through PCO operator. The PCO operator shall not be entitled to any commission/discount or service charges in respect of any such refusal of application for subscription or part thereof.

17 Verification of credentials of new customers

- 17.1 PCO operators will be responsible for verification of both the documents submitted by the customers as well as physical verifications of the customers that are brought by them. The instructions as laid down in CMD D.O. Ir.No.MOB-27/Security –2004 dated 22nd April, 2006 and any further instructions issued on the subject from time to time shall be scrupulously followed by the franchisees/Point of Sale in all channels.
- 17.2 The PCO operator shall obtain from customers/subscribers such documents as prescribed from time to time by BSNL

18 Commission/discount Structure

- 18.1 Annexure A contains the list of product and services of BSNL for direct marketing and Selling and commission/discount structure to be followed for the same.
- 18.2 BSNL reserves the right to restrict the list of products and services for a particular PCO operator.
- 18.3Tariff revisions, Government directives, market forces etc., may lead to change in BSNL commission/discount policy and BSNL's decision in this regard will be final and binding

JOBS FOR PCO OPERATOR ALONG WITH COMMISSION/DISCOUNT STRUCTURE

Annexure - A

Revised Commission Structure w.e.f 01.08.2008

Commission Structure for Sales Channles (One Stop Sanchar Shops PCO Holders)

Commission per connection to Distribution Channel (In Rupees)

Sl. No.	Name of Product/Service	No. of connections per month	PCO Operator/ DSA
1	Pre-paid mobile Connection (Note-H)	upto 300	112.50/-
		more than 300	150/-
2	Post Paid mobile Connections/WLL Connections. (Note-A)	upto 300	225/-
		more than 300	300/-
3	Conversion of prepaid to postpaid	Note C	75/-
4	Land line /Fixed Wireless (Any technology)- fixed plan charges/plan upto Rs.120/- per month.(See Note-A)	upto 100	187.50/-
		more than 100	225/-
5	Land line /Fixed Wireless(Any technology)- fixed plan charges/plan more than 120/- per month.(See Note-A)	upto 100	225/-
		more than 100	300/-
6	Conversion to any higher Plan	Note-C	75/-
7	Reconnection of Landline/Fixed Wireless(Any technology)/ Post paid Mobile Connections.	See note- B&C	75/-
8	Broadband Monthly plan Charge upto Rs-250	Note-A	187.50/-
9	Broadband Monthly plan charge from Rs-251 to Rs. 2000	Note-A	375/-
10	Broadband Monthly plan Charge above Rs-2000/-	Note-A	750/-

11	Add on Features		
A	CENTREX/VPN/CUG in Land line. (Minimum 5 Connections)	Note- C & D	18.75/-
B	CUG/VPN in Cell One on plan value<=300/- per month.	Note- C & D	37.50/-
C	CUG/VPN in Cell One on plan value>300/- per month.	Note- C & D	75/-
D	ECS	Note-C	18.75/-
E	CLIP	Note-E&H	0
F	GPRS/MMS/UMS/ Edge etc.	Note-C	75% of OMR
12	Telephone Bills		
A	Bill Collection by Cheque	Note-J	5/-per bill
B	Bill Distribution	Note-J	-
13	High End Services		
A	MPLS-VPN	Note-F&H	-
B	Leased Lines	Note-F&H	-
C	Internet Leased Lines	Note-F&H	-
D	ECS	Note-C	18.75/-
E	CLIP	Note-E&H	0
14	IN SERVICES		
A	Free Phone Services	Note-C	1125/-
B	Universal Access Number	Note-C	1125/-
C	ACC Service	Note-C	1125/-
D	Premium Rate Services	Note-C	1125/-
E	Tele-voting	Note-C	1125/-

15	ISDN		
A	BRI ISDN	Note-A	562.50/-
B	BRI ISDN Rent Free	Note-H	112.50/-
C	PRA only Incoming	Note-C	75% of HMR
D	PRA- Normal	Note-C	75% of OMR
16	Customer Identity verification (Works to be done by Post Office only as para 30(d) of Sales & Distribution policy - 2006).		

Note-A: 50% commission will be payable upfront on submission of the application form and 50% after 6 months if connection is alive. The 50% upfront commission paid shall also be recoverable if (i) connection is not provided for any reason or (ii) connection is surrendered within 6 months period.

Note-B: If plan conversion is also involved along with reconnection, then Commission for both will be payable.

Note-C: 100% after realization, of first bill- to be paid automatically by BSNL.

Note-D: If new Connection is also involved along with this facility, then Commission for both will be payable.

Note-E: Channel partner is expected to sell CLIP Instrument to the customer and submit the bill as a proof.

Note-F: Of annual rental of selected tariff plan which is to be paid automatically after receipt of payment from customer monthly/quarterly/half yearly/ annually

Note-H: Upfront

Note J: On monthly bill submission.

OMR- One Month Rental, HMR - Half Month Rental

Special Note:

1. Commission mentioned above will be on graded basis only.

2. Additional commission of Rs. 400/- and Rs 800/- per connection will be payable to Franchisees on the addition of BSNL Super & BSNL Premium plan under landline/WLL respectively. It is subject to Note -A. Accordingly, the commission to BA/PO/PCO Operator/DSA will be Rs 300/- and Rs. 600/- per connection for BSNL Super & BSNL Premium plan respectively.

Discount Applicable for One Stop Sanchar Shops PCO holders
Table -1
Discount Applicable to Distribution Channels (In %)

Sl. No.	Name of Product/Service	Minimum purchases	PCO Operator
1	Prepaid Recharge Coupons	Note-G	4.25%
2	Sancharnet Cards	Note-G	4.25%
3	India Telephone Card	Note-G	6%
4	FLPP (Recharge Coupons)	Note-G	6%
5	Call Now	Note-G	6%
6	C Top up	Note-G	4%
7	CD ROM-Directory	-	6%

Note-A: - Minimum purchase of Rs. 5,000/-

Annexure B - Particulars of the Applicant for PCO operator in

BSNL

1. Name of the applicant
2. Permanent Address
3. Residential Address & Office Address
(address proof may be given: Electricity bill, water bill,
Election card, driving license, passport, ration card etc)

Residential Address

Photograph
[to be attested](#)

Office Address

Telephone No. (s)

Fax

E-mail

4. Date of Birth
5. Bank (name & Account No.)
6. PAN No / GIR No.
7. Specimen signature of applicant duly attested by banker of applicant
8. Indicate territory of operation in the order of preference:-

(i) _____

(ii) _____

(iii) _____

(iv) _____

Date:

Station:

Signature of Applicant